



STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
OFFICE OF THE COMMISSIONER

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

December 18, 2012

The Honorable Mary Jane Wallner, Chairman
Fiscal Committee of the General Court



Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

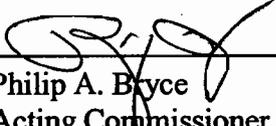
1. Pursuant to RSA 14:30-a, VI, authorize New Hampshire Department of Resources and Economic Development (DRED), Office of Workforce Opportunity (OWO) to retroactively amend item # 11-141 by the Legislative Fiscal committee on May 2, 2011 and Governor and Executive Council as item # 31A on April 27, 2011, our American Recovery and Reinvestment Act (ARRA) federal fund grant in the amount of \$744,000 from the United States Department of Labor (USDOL), for a time only extension from the original end date of September 30, 2012 to March 31, 2013, upon Fiscal Committee and Governor and Council approval. 100% ARRA funds.
2. Pursuant to RSA 14:30-a, VI, authorize New Hampshire Department of Employment Security (NHES), the sub-grantee with DRED, to retroactively amend item # 11-141 by the Legislative Fiscal committee on May 2, 2011 and Governor and Executive Council as item # 31A on April 27, 2011, our American Recovery and Reinvestment Act (ARRA) federal fund grant in the amount of \$744,000 from the United States Department of Labor (USDOL), for a time only extension from the original end date of September 30, 2012 to March 31, 2013, upon Fiscal committee and Governor and Council approval. 100% Transfer from Other Agency (ARRA funds).
3. Further authorize DRED-OWO and NHES to amend a Memorandum of Agreement (MOA) in the total amount of \$744,000 for reimbursement of the costs incurred by NHES administering the HCTC grant retroactively from September 30, 2012 through March 31, 2013, for a time only extension, upon Governor and Executive Council approval. The original submission was approved as item # 11-141 by the Legislative Fiscal Committee on May 2, 2011 and as item # 31A by the Governor and Executive Council on April 27, 2011. The MOA term represents the entire period covered under the USDOL grant.

EXPLANATION

A joint application was submitted by DRED-OWO and NHES to USDOL for a Workforce Investment Act (WIA) National Emergency Grant (NEG) to assist unemployed citizens certified under the Trade Adjustment Assistance (TAA) program maintain their health insurance coverage by providing for reimbursement of up to 65 percent of the premium cost during the period of enrollment with the Internal Revenue Service (IRS). Once enrolled with the IRS, taxpayers may elect to claim the credit on their federal tax return when filing at the end of the tax year, or eligible individuals may request the 65 percent credit for qualified premiums be paid in advance by the IRS on their behalf on a monthly basis as they are due to their insurance providers. Taxpayers must pay the 35 percent premium difference if they choose the advance option.

DRED-OWO is the pass-through entity for this NEG; NHES is the sub-grantee. This item is to extend this federal program through March 31, 2013 and this request is labeled as retroactive due to the timing of the time-only extension approval receipt from USDOL.

Respectfully submitted, *TM*


Philip A. Bryce
Acting Commissioner


George N. Copadis
Commissioner

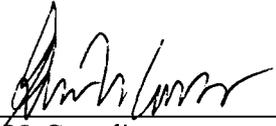
Attachments

MODIFICATION OF AGREEMENT WITH RESPECT TO THE IMPLEMENTATION OF THE NEG HEALTH CARE TAX CREDIT (HCTC) PROJECT

The Department of Resources and Economic Development, Office of Workforce Opportunity and NH Employment Security hereby mutually agree to amend their agreement (# 1015621) for HCTC services, which was originally approved by the Governor and Executive Council on 4/27/11 (Item #31A) and the Fiscal Committee on 5/2/11 (Item #FIS 11-141) with a completion date of March 31, 2013. This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement. CDFA #17.276

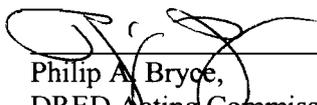
1. Extend the agreement end date to March 31, 2013. (No cost extension)
2. All other terms and conditions of this contract shall remain the same in full force and effect as originally set forth; and
3. This amendment is subject to approval by the Fiscal Committee and Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written below.



George N. Copadis
NHES Commissioner

12/19/12
Date

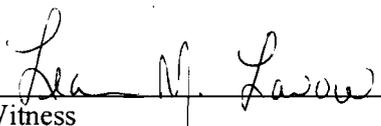


Philip A. Bryce,
DRED Acting Commissioner

12/27/12
Date



Witness



Witness

Approved by the Attorney General (Form, Substance and Execution)

Date:  1/2/12

By: 

Approved by Governor and Executive Council

Date: _____

Item _____

Grant Modification / Notice of Obligation

U.S. DEPARTMENT OF LABOR / EMPLOYMENT AND TRAINING ADMINISTRATION

GRANT MODIFICATION		No. 5	PROJECT: NEG	
			HCTC INFRASTRUCTURE/GAP FILLER	Project No. NH-12
GRANT NUMBER: EM-21292-11-60-A-33	EIN: 026000618	EFFECTIVE DATE: 11/26/2012	PAGE 1	
GRANTEE: NH DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT 172 PEMBROKE ROAD POST OFFICE BOX 1856 CONCORD, NEW HAMPSHIRE 00302-1856		ISSUED BY U.S. DEPARTMENT OF LABOR / ETA DIVISION OF FEDERAL ASSISTANCE 200 CONSTITUTION AVENUE NW - ROOM N-4716 WASHINGTON, DC 20210		

Action:

The Grantee's modification request of November 26, 2012 to extend the Grant Period to March 31, 2013, and to revise the budget and plan is approved. See incoming Grantee request, which is incorporated by reference.

FPO Change - The Federal Project Officer has been changed to Kathleen McLaughlin. Ms. McLaughlin may be reached at 617-788-0126 or via email at mclaughlin.kathleen@dol.gov.

Additional Special Terms and Conditions: N/A

NOTE: If the Grantee needs to submit a subsequent modification request, the Planning Form must be revised to reflect actual enrollments and expenditures as reported on the Quarterly Performance Reports (QPRs), as the participant figures do not align for Quarters 6 and 7. In addition, Item 16b on the SF-424 must be revised to add Congressional District 1 to the existing entry. The Grantee is reminded that it must maintain an active and current Dun and Bradstreet Numbering System (DUNS) number; otherwise no further action is required.

YEAR / CFDA PROGRAM ACCOUNT ID	Mod 0-4 CURRENT LEVEL	Mod 5 MODIFICATION	NEW LEVEL	PMS DOC #
FY 09 / 17.276 RECOVERY ACT-WIA DIS WKRS NAT RES-EMERG- HCTC 11-1630-2011-050184090XBD201101840003115DW0R41141GAONR00AONR00- A90184-410023-ETA-DEFAULT TASK-	\$744,000.00	\$0.00	\$744,000.00	EM212926C2
TOTAL FUND AVAILABILITY	\$744,000.00	\$0.00	\$744,000.00	

Except as modified, all terms and conditions of said grant /agreement remain unchanged and in full effect.

Approved
by

Date Signed

12/06/2012

THOMAS C MARTIN

Grant Officer

Fiscal 5/1/11
FIS 11-141

G+C 4/27/11 # 31A



STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
OFFICE OF THE COMMISSIONER

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856



PO # 1015621

April 18, 2011

Representative Ken Weyler, Chairman
Fiscal Committee of the General Court

His Excellency, Governor John H. Lynch
And the Honorable Executive Council
State House
Concord, NH 03301

REQUESTED ACTIONS

1. Pursuant to the provisions of RSA 14:30-a, VI, authorize New Hampshire Department of Resources and Economic Development (DRED), Office of Workforce Opportunity (OWO) to **retroactively** accept and expend \$744,000 in American Recovery and Reinvestment Act (ARRA) federal funds from the United States Department of Labor (USDOL) from October 1, 2010 through September 30, 2012 with Fiscal Committee and Governor and Council approval. These funds will be sub-granted to the NH Department of Employment Security (NHES) for the purpose of providing payments to Trade Adjustment Assistance (TAA) certified claimants seeking reimbursement of 65% percent of their qualified health insurance premium, and to defray the cost of NHUIS system enhancements specific to the tracking and reporting of Health Coverage Tax Credit (HCTC) activities. USDOL has authorized additional federal funds to be used as "gap filler" payments for eligible individuals who have enrolled with the Internal Revenue Service (IRS) for an advance tax credit but have not yet been processed and approved. 100% Federal ARRA funds. Funding to be budgeted as follows:

Account Titled: NHES-NEG				
Statement of Appropriations, Account 02-035-350510-86600000				
Class	Description	SFY 2011	SFY 2012	SFY 2013
072	Grants, Federal	561,450	147,000	35,550
	Totals:	561,450	147,000	35,550
Source of Funds				
000	Federal Income (RSRC 400338)	(561,450)	(147,000)	(35,550)
	Totals:	(561,450)	(147,000)	(35,550)

2. Pursuant to the provisions of RSA 14:30-a, VI, authorize New Hampshire Employment Security (NHES) to retroactively accept and expend \$744,000 in ARRA federal funds available from USDOL via DRED for the purpose of providing payments to TAA certified claimants seeking reimbursement of 65 percent of their qualified health insurance premium from October 1, 2010 through September 30, 2012 with Fiscal Committee and Governor and Council approval. 100% Agency Income (ARRA funds). Funding to be budgeted as follows:

Account Titled: HCTC-GAP FILLER				
Statement of Appropriations, Account 02-027-027-270010-09280000				
Class	Description	SFY 2011	SFY 2012	SFY 2013
020	Current Expense	91,981	121,063	29,066
022	Rents - Leases Other Than State	61	83	21
023	Heat, Electricity, Water	28	38	9
024	Maintenance, Other Than B&G	205	279	70
027	Transfer to DoIT	1,137	1,551	388
030	Equipment, New/Replacement	450,107	147	37
040	Indirect Cost	480	655	164
041	Audit Fund Set Aside	561	147	36
048	Contractual Maintenance, B&G	75	102	25
050	Personal Services, Part-time	10,584	14,436	3,610
060	Benefits	6,139	8,373	2,094
070	In-State Travel	92	126	30
	Totals:	561,450	147,000	35,550
Source of Funds				
009	Agency Income (RSRC 403085)	(561,450)	(147,000)	(35,550)
	Totals:	(561,450)	(147,000)	(35,550)

3. To authorize DRED-OWO and NHES to enter into a retroactive Memorandum of Agreement (MOA) in the total amount of \$744,000 for reimbursement of the costs incurred by NHES administering the HCTC grant from October 1, 2010 through September 30, 2012 with Fiscal Committee and Governor and Council approval. The MOA term represents the entire period covered under the USDOL grant.

EXPLANATION

A joint application was submitted by DRED-OWO and NHES to USDOL for a Workforce Investment Act (WIA) National Emergency Grant (NEG) to assist unemployed citizens certified under the TAA program maintain their health insurance coverage by providing for reimbursement of up to 65 percent of the premium cost during the period of enrollment with the IRS. DRED-OWO is the pass-through entity for this NEG; NHES is the sub-grantee. In addition, funds may be used for NH Unemployment Insurance System (NHIUS) enhancements necessary to determine participant eligibility and track and report HCTC payments. This item is labeled as retroactive due to the funding period allowed by USDOL which provides NHES the ability, once approved through Fiscal Committee and Governor and Council, to reimburse unemployed citizens back to the beginning of the funding period or October 1, 2010. However, no services will be rendered until Fiscal Committee and Governor and Council approvals are obtained.

Once enrolled with the IRS, taxpayers may elect to claim the credit on their federal tax return when filing at the end of the tax year, or eligible individuals may request the 65 percent credit for qualified premiums be paid in advance by the IRS on their behalf on a monthly basis as they are due to their insurance providers. Taxpayers must pay the 35 percent premium difference if they choose the advance option.

Existing NHES personnel will perform the scope of work necessary under this grant.

Class 020 Current Expenses will be used to support the reimbursement payments to eligible individuals as well as for costs associated with the six (6) positions responsible for administration of this program.

Class 022 Rentals will be used to support the portion of operating costs associated with the six (6) positions.

Class 023 Utilities will be used to support the portion of operating costs associated with the six (6) positions.

Class 024 Maintenance, Other than Building & Grounds will be used to support the portion of operating costs associated with the six (6) positions.

Class 027 Transfer to DoIT will be used to support the portion of DoIT shared support costs associated with the six (6) positions.

Class 030 Equipment will be used to enhance NHUIS to enable the processing, tracking and reporting of reimbursement payments to eligible individuals.

Class 040 Indirect Costs will be used to cover indirect costs incurred under the program.

Class 041 Audit Fee Set Aside will be used to cover the 1/10% charge of the \$744,000 awarded in federal grant funds.

Class 048 Maintenance, Building & Grounds will be used to support the portion of operating costs associated with the six (6) positions.

Class 050 Personal Services – Part-time will be used to support a total of six (6) existing NHES positions responsible for processing, tracking and reporting reimbursement payments to eligible individuals.

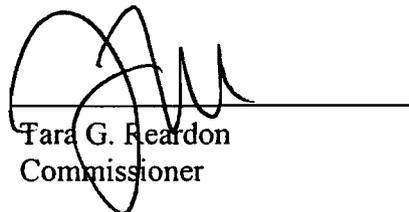
Class 060 Benefits will be used to cover the benefits cost associated with the six (6) positions.

In the event that Federal funds become no longer available, General funds will not be requested to support these expenditures.

Respectfully submitted,



George M. Bald
Commissioner



Tara G. Reardon
Commissioner

Memorandum of Agreement

Between

NH Department of Resources & Economic Development
Office of Workforce Opportunity
172 Pembroke Road, Concord, NH 03302

And

New Hampshire Employment Security
32 Main Street
Concord, NH 03301

Section I. Parties and Purpose

The Department of Resources and Economic Development, Office of Workforce Opportunity (OWO) is the designated grant recipient for the State of New Hampshire for all federal National Emergency Grant (NEG) funds awarded to the State through the U.S. Department of Labor (USDOL). New Hampshire Employment Security (NHES) is the designated administrator of the Trade ACT (TAA) program benefits and services for the State of New Hampshire. Through the NEG program, states may apply for federal funds to: 1) cover costs incurred by the TAA administrator related to building information management system capacity needed to comply with new tracking and reporting requirements under the Trade Act specific to system development for health insurance coverage assistance for trade-impacted workers; and 2) provide funds for Health Care Tax Credit (HCTC) "gap" payments to eligible recipients. Working together the OWO as the NEG administrator and NHES as the TAA administrator applied for NEG funds for the purposes defined above.

On March 4, 2011 the OWO was awarded \$744,000.00 in NEG funds for the "*NH HCTC Infrastructure/Gap Filler*" project (Grant Number EM-21292-11-60-A-33; CFDA 17.276). The grant period for these funds is *retroactive* to October 1, 2010 and available through September 30, 2012. The purpose of this agreement is to establish a contractual relationship between OWO and NHES that allows for the transfer of these NEG grant funds from OWO to NHES. The primary focus for use of these funds will be to identify system-wide needs and issues relative to Healthcare Payment Systems for HCTC eligible recipients, and to develop operational policy and procedures to support findings and upgrade NH Unemployment Insurance System (NHUIS) capabilities to ensure accurate, timely and efficient information dissemination and access to services. NHES will be administering the HCTC gap payments effective with the receipt of the HCTC NEG funds.

NHES will develop a coordinated Healthcare Payment System consistent with the approved NEG Grantee application, which is incorporated by reference into this

agreement. The work of NHES will be guided by the Workforce Investment Act of 1998 (WIA), Public Law 105-220 and/or its successor legislation, the WIA Regulations, applicable DOL/ETA TEGLs, and their attachments and Changes, the Laws and Regulations of the State of New Hampshire, and any other Federal or State Laws, directives, or guidelines appropriate to the use of these NEG funds.

Section II. Scope of Function and Responsibilities

NHES will use grant funds to support the following key project development and implementation strategies:

1. Design and implementation of enhancements to the UI system to be able to process New Hampshire's Emergency \$1 Rule, tracking mechanisms for HCTC recipients, and create new data fields to allow for the capture of all required information for the reporting of potential "eligible" for the HCTC program.
2. Offset the cost of existing NH Employment Security staff time (e.g. IT Hardware manager, TAA Statewide Coordinator, and other systems management staff) needed to upgrade computer systems and develop, install and/or implement new data management system requirements to support the HCTC program and Trade Act participants.

Although NH has a new UI system, most of the 2009 changes had not been included in the development. These funds will be used to upgrade New Hampshire Unemployment Insurance System (NHUIS) on the local level and to handle the new system data collection and tracking requirements.

NHES shall complete the following system development enhancement key activities between October 1, 2010 and September 30, 2012. Most activities are inter-related and ongoing.

- **Eligibility Verification Key Activities**
 - Build tracking system for potentially eligible TRA eligible workers
 - Develop system for determining ending eligibility for HCTC eligible recipients
 - Develop policy and procedures for the NHES TAA Coordinator to verify eligibility for HCTC
- **Providing Assistance in Enrolling in Qualified Programs Key Activities**
 - General Information Training Sessions for NH Works counseling staff (i.e. NHES, WIA, VR)
 - Develop enrollment procedures and train NHES counseling staff, and other appropriate staff in how to assist eligible workers enroll in a qualified program

- **Developing/Installing Data Management Systems Key Activities**
 - Requirements Validation, Design, and Development for Online components in NHUIS
 - System Test and User Acceptance Test for testing changes to test changes, both online and batch
 - Deployment of the functionality in production and support

- **Gap Filler Payments Key Activities**
 - Develop system for the payment of the gap-filler payments to HCTC recipients
 - Build tracking system for gap filler recipients
 - Develop system to assure that registration for the advance credit is timely (within 3 months)
 - Develop policy and procedures for the NHES TAA Coordinator to verify eligibility for gap filler payments

- **Marketing the Health Coverage Tax Credit Program Key Activities**
 - Communicate with frontline teams regarding the availability of materials they can share with customers
 - Train frontline staff on the application process for the gap-filler payments
 - Develop enrollment procedures and train NHES counseling staff, and other appropriate staff in how to assist eligible workers enroll in a qualified program
 - Develop mass mailings to adversely affected laid off workers regarding HCTC
 - Coordinate marketing activities with our partner agencies

In addition, NHES shall ensure a state level audit review of this project as required under OMB guidelines.

The Office of Workforce Opportunity shall monitor project performance, as required by WIA regulation, on an annual basis.

Record Retention Requirements: Consistent with WIA National Emergency Grant regulations, NHES agrees to maintain the records of all participants funded through this MOA for no less than 3 years from the project end date of September 30, 2012, and to make such information available upon request to state and federal representatives for federal review purposes.

Section III. Pricing / Payments / Financial Reporting

- NHES agrees to implement the changes and provide the services indicated in Section I of this agreement

- The conditions and responsibilities outlined in this agreement are further subject to the availability of resources. Any party may, after thirty (30) days written notification, suspend this agreement if funds become unavailable to carry out this agreement or if the NHES is no longer willing to carry out the agreement. Upon termination, all allowable expenses incurred and paid by NHES prior to the termination date will be reimbursed.

Total agreement not to exceed: \$744,000.00

- For services performed and equipment, training, and travel expenses related to these services NHES shall be paid up to Seven Hundred Forty-four Thousand Dollars and 00/100 (\$744,000.00). Upon presentation of any invoice for such services and related expenses, which shall be billed monthly, the amount of the invoice shall be immediately due and payable to NHES.
- Support documentation for all charges to this MOA shall be maintained at NHES for no less than three years from the federal grant end date of September 30, 2012.

Invoices shall be sent to: DRED
Office of Workforce Opportunity
Attn: Tammy Moore
172 Pembroke Road
P.O. Box 1856
Concord, NH 03302-1856

Payment shall be made to: Fiscal Management Section
Attn: Jill Revels
NHES
32 South Main Street
Concord, NH 03301-4857

- NHES shall complete the NEG federal financial report (Form 9130) by no later than one month from the end of each quarterly report period, and submit the report to the OWO fiscal officer to approve and submit to US DOL.
- NHES shall complete the NEG Quarterly Narrative report by no later than one month following the quarter end month for each quarterly report period, and submit the report to the OWO Director to approve and submit to US DOL.
- NHES shall compile the invoices and other related financial documents necessary to support payment draws from the federal Payment Management

System (PMS), and submit the draw request to the OWO fiscal officer on a monthly basis. The OWO fiscal officer shall ensure monthly draws are completed.

Federal Quarterly Reporting Schedule (9130 Financial & NEG Narrative report)

Quarter Ending Date	Report Due to OWO	Report Due to US DOL
December 31, 2010	Completed	Completed
March 31, 2011	April 30, 2011	May 15, 2011
June 30, 2011	July 31, 2011	August 14, 2011
September 30, 2011	October 31, 2011	November 14, 2011
December 31, 2011	January 31, 2012	February 14, 2012
March 31, 2012	April 30, 2012	May 15, 2012
June 30, 2012	July 31, 2012	August 14, 2012
September 30, 2012	October 31, 2012	November 14, 2012

- Costs associated with the required state audit review of the *NH HCTC Infrastructure/Gap Filler* project (Grant Number EM-21292-11-60-A-33; CFDA 17.276) shall be paid by NHES with audit set-aside grant funds consistent with the funding budget as approved by the NH Joint Legislative Fiscal Committee.

Section IV. Other Provisions

1. Nothing contained in this agreement shall be deemed to constitute a waiver of sovereign immunity of the State of New Hampshire, which immunity is hereby reserved to the State, its agencies and officials.
2. Both parties shall comply with the provisions of:
 - 29 CFR Part 93 Restrictions on Lobbying
 - 29 CFR Part 98 Government-wide Debarment and Suspension, Requirements for a Drug Free Workplace
 - 29 CFR Part 37 Nondiscrimination and Equal Opportunity Requirements
 - 29 CFR Part 97 Uniform Administrative Requirements for State, Local and Indian Tribal Governments (subject to the exceptions at 20 CFR Part 667~~ Subpart B)
 - OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments
 - 29 CFR Parts 96 and 99, Audit Requirements

- The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611)
- Hatch Act (5 U.S.C. Subsection 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds
- Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 as amended (P.L. 91-616) relating to nondiscrimination on the basis of alcoholism
- Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794, 29 CFR Part 32) which prohibits discrimination on the basis of handicap
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. Subsection 1681-1683, and 1685 and 1686) which prohibits discrimination on the basis of sex
- The Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101-6107) which prohibits discrimination on the basis of age
- Title VI of the Civil Rights Act of 1964 (P.L. 88-352/29 CFR Part 31) which prohibits discrimination on the basis of race, color or national origin
- Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended relating to nondiscrimination on the basis of drug abuse
- WIA Title I Program and Administrative Regulations: 20 CFR Part 671 ~ National Emergency Grants, which (subject to the exceptions specified in 20 CFR Part 671) refers to the general WIA administrative and program regulations at 20 CFR Part 667, Subpart B ~ Administrative Rules, Cost, and Limitations and to 20 CFR Part 663 ~ Adult and Dislocated Workers Activities.

3. In accordance with the Workforce Investment Act of 1998 (WIA), Federal Regulations and State Policy, both parties assure and certify that:

A. Civil Rights

- 1) For the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 as amended, on the basis of a disability under the Rehabilitation Act of 1973 as amended and the Americans with Disabilities Act of 1990, on the basis of sex under the Title IX of the Education Amendments of 1972, or the basis of race, color, national origin or ethnicity under

Titles VI of the Civil Rights Act of 1964, on the basis of alcohol abuse or alcoholism under the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 as amended, on the basis of drug abuse under the Drug Abuse Office and Treatment Act of 1972 as amended, programs and activities funded or otherwise financially assisted in whole or in part under this Act are considered to be programs and activities receiving Federal financial assistance.

- 2) No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any such program because of race, color, religion, sex, national origin, ethnicity, age, handicap, political affiliation or belief, citizenship status as a lawfully admitted immigrant authorized to work in the United States, drug or alcohol abuse, or alcoholism.
- 3) With respect to terms and conditions affecting, or the rights of individuals who are participants in activities supported by funds provided under WIA, such individuals shall not be discriminated against because of their participant status.
- 4) Participation in programs and activities financially assisted in whole or in part under WIA shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the Attorney General to work in the United States.

B. Equal Employment Opportunity

As a condition to the award of financial assistance under WIA from the Office of Workforce Opportunity, both parties (Office of Workforce Opportunity and NHES) assure, with respect to operation of the WIA funded program or activity, that they will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972 as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37.

4. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed to have been received by a party when actually received in the case of hand delivery, or two (2) days after mailing by a nationally recognized overnight carrier, to each party at the addresses shown below.

If to NHES, then to:

Doris Lachance
Operations Director
NH Employment Security
10 West Street
Concord, NH 03301

If to Office of Workforce Opportunity, then to:

Jackie Heuser
Workforce Director
DRED Office of Workforce Opportunity
172 Pembroke Road
Concord, NH 03302

5. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
7. NHES and OWO may self-insure and / or at its option purchase any insurance it considers appropriate.
8. Office of Workforce Opportunity shall be responsible for all claims, suits, damages, judgments, recoveries, settlements, or other liabilities incurred as a result of performance or failure to perform under this agreement arising out of the negligent or intentional actions of its officials, employees, subcontractors, and/or agents. NHES shall be responsible for all claims, suits, damages, judgments, recoveries, settlements, or other liabilities incurred as a result of performance or failure to perform under this agreement arising out of the negligent or intentional actions of its officials, employees, subcontractors, and/or agents. Both parties reserve all rights and defenses under the doctrine of sovereign immunity, which immunity is not waived. This covenant shall survive the termination of this Agreement.
9. In the event of an early termination of this Agreement for any reason other than the completion of the Services, NHES shall deliver to the Office of Workforce Opportunity, not later than forty-five (45) days after the date of termination, an invoice for services rendered which shall be paid by the Office of Workforce Opportunity within ten (30) business days consistent with the State payment system.
10. In connection with the performance of the Services, NHES shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Office of Workforce Opportunity, including, but not limited to civil rights and equal opportunity laws.
11. The Contracting Officer specified on the signature page, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, both parties agree to negotiate in good faith to resolve it, and failing resolution, the Attorney General's decision shall be final.

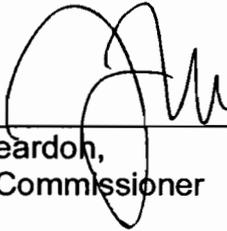
12. Any one or more of the following acts or omissions of the Office of Workforce Opportunity or NHES shall constitute an event of default hereunder ("Events of Default"):
 - a. failure to pay timely; or
 - b. failure to submit any report required hereunder; or
 - c. failure to perform any other covenant or condition of this Agreement.
13. Upon the occurrence of any Event of Default, the non-defaulting party may take any one, or more, or all, of the following actions:
 - a. give the defaulting party written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving notice of termination; and
 - b. give the defaulting party written notice specifying the Event of Default and suspend all services under this Agreement until such time as the Event of Default has been cured; and
 - c. set off against any other obligations owed to the defaulting party any damages suffered by reason of any Event of Default; and
 - d. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
14. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.
15. Neither party shall be liable for delays caused by fire, accident, labor dispute, war, insurrection, riot, act of government, act of God, or any other cause reasonably beyond its control; but each party shall use all reasonable efforts to minimize the extent of any such delay.
16. Neither party may assign its rights or delegate its obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld, provided that NHES may assign its rights to receive monies due and becoming due.
17. Neither party shall be deemed to have waived any right hereunder unless such waiver is in writing and executed by a duly authorized officer of the waiving

party. No waiver by either party of any right hereunder shall constitute a waiver of any right on any other occasion.

18. The invalidity or unenforceability, in whole or in part, of any provision, term or condition hereof shall not affect the validity or enforceability of the remainder of such provision, term or condition or of any other provision, term or condition.
19. This Agreement shall be construed in accordance with the laws of the State of New Hampshire and is binding upon and inures to the benefits of the parties and their respective successors and assigns.
20. Captions of the sections of this Agreement are for reference purposes only and do not constitute terms or conditions hereof. The parties acknowledge that they have thoroughly reviewed this Agreement and bargained over its terms. Accordingly, neither party shall be considered responsible for the preparation of this Agreement, which shall be deemed to have been prepared jointly by both parties. The provisions of the Agreement allocate the risks between the parties. The terms and conditions included herein reflect this allocation of risk, and each provision herein is part of the bargained for consideration of this Agreement.
21. The General Provisions of this Agreement as written constitute the entire agreement between the Office of Workforce Opportunity and NHES, and supersedes all prior agreements and understandings.

**New Hampshire
Employment Security**

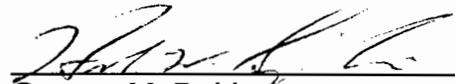
**NH Department of Resources &
Economic Development**



Tara Reardon,
NHES Commissioner

3/18/11

Date



George M. Bald,
DRED Commissioner

3/29/11
Date



Witness



Witness

Approved by the Attorney General (Form, Substance and Execution)

Date: 4/8/2011

By: 

Approved by the Governor and Executive Council

Date: 4/27/11

Item Number: 31A 

RECEIVED

MAR 23 2011

D.R.E.D.